

Matthew W. Gissendanner Assistant General Counsel

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July 21, 2017

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd Chief Clerk/Administrator Public Service Commission of South Carolina 101 Executive Center Drive Columbia, South Carolina 29210

RE: Petition of South Carolina Electric & Gas Company for Approval of Proposed Revisions to its "Rider to Retail Rates – Community Solar" Docket No. 2017-__-E

Dear Ms. Boyd:

By this letter, South Carolina Electric & Gas Company ("SCE&G" or "Company") hereby requests that the Public Service Commission of South Carolina ("Commission") issue an order authorizing and approving the revisions to the Company's "Rider to Retail Rates – Community Solar" ("Rider") shown in redline in the attached Exhibit A. A clean version of the Rider with the revisions incorporated is attached hereto as Exhibit B.

The proposed revision to the "Availability" Section of the Rider provides more specificity as to how the community solar capacity will be allocated, is necessary to ensure that all eligible customer groups have an opportunity to participate in the Community Solar program, and is consistent with how the Authorized Community Solar Developer is marketing the program. The proposed addition to the "Subscription Model" Section of the Rider clarifies that the 1 MW AC available to low-income Residential Customers will be made available on a first come, first serve basis. The proposed addition to the "Term of Bill Credit" Section of the Rider conforms the tariff to the Credit Rate Agreement approved by the Commission in Order Nos. 2016-707 and 2017-151 and recognizes that the Authorized Community Solar Developer may elect not to extend the Initial Term for the Extended Term.

The Company respectfully requests that the Commission approve the proposed revisions to the attached Rider without notice and hearing. Approval of the revisions to the Rider does not require a determination of the entire rate structure and overall rate of return and does not result in any rate increase to the Company.

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By copy of this letter, we are serving counsel for the South Carolina Office of Regulatory Staff with the Company's request.

Thank you for your time and consideration. If you have any questions or concerns, please do not hesitate to contact us.

Very truly yours,

Matthew W. Gissendanner

MWG/kms Enclosures

cc:

Dawn Hipp

Jeff Nelson, Esquire

(both via electronic mail and First Class U.S. Mail w/enclosures)

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AVAILABILITY

After the construction and interconnection of the initial community solar renewable energy generating facility and to the extent panels remain available for the Customer to either subscribe to or purchase from the Authorized Community Solar Developer, this Rider is available in conjunction with the Company's Retail Residential Electric Rates for Service (Rates 1, 2, 5, 6, 7, and 8) and the following Retail Non-Residential Rates: Rate 3 (Municipalities), Rate 12 (Churches), and Rate 22 (Schools), the terms of which are incorporated herein by reference.

Residential Customers seeking to obtain service under this Rider are eligible to either subscribe to the Authorized Community Solar Developer for or purchase from the Authorized Community Solar Developer up to the lesser of one hundred percent (100%) of the Customer account's own electrical energy requirements or twenty kilowatts alternating current (20 kW AC) nameplate capacity of the community solar renewable energy generating facility. Residential Customers seeking to take service under this Rider are ineligible to take service under (i) the Company's "Rider to Retail Rates – Net Energy Metering for Renewable Energy Facilities" or (ii) the Company's "Small Power Production, Cogeneration Rate PR-1."

Eligible Non-Residential Customers seeking to obtain service under this Rider are eligible to either subscribe to the Authorized Community Solar Developer for or purchase from the Authorized Community Solar Developer up to the lesser of one hundred percent (100%) of the Customer account's own electrical energy requirements or one thousand kilowatts alternating current (1,000 kW AC) nameplate capacity of the community solar renewable energy generating facility. Non-Residential Customers seeking to take service under this Rider are ineligible to take service under (i) the Company's "Rider to Retail Rates – Net Energy Metering for Renewable Energy Facilities," (ii) the Company's "Small Power Production, Cogeneration Rate PR-1," or (iii) the Company's "Rider to Retail Rates – Bill Credit Agreement for Renewable Energy Facilities."

This Rider is available on a first come, first serve basis until the total nameplate generating capacity of the community solar renewable energy generating facility (or facilities) is fully secured through purchase and/or subscription. The cumulative total nameplate generating capacity available under this Rider shall not exceed sixteen megawatts alternating current (16 MW AC). The cumulative total nameplate generating capacity available under this Rider shall not exceed sixteen megawatts alternating current (16 MW AC). Prior to October 15, 2017, the total nameplate generating capacity of the community solar renewable energy generating facility (or facilities) will be made available to eligible customer classes as follows: 7.5 MW AC to eligible nonlow-income residential customers, 1 MW AC to eligible low-income residential customers, and 7.5 MW AC to eligible nonresidential customers. The 7.5 MW AC portion for non-residential customers will be allocated on a pro-rata basis (i.e., the customer's capacity commitment as a percentage of the cumulative demand of all capacity commitment agreements) to nonresidential customers who have signed capacity commitment agreements as of August 15, 2017. The 7.5 MW AC portion for eligible non-low-income residential customers will be allocated to non-low-income residential customers on a first come, first serve basis until October 15, 2017. If any of the 7.5 MW AC portion for non-low-income residential customers remains unallocated after October 15, 2017, it will be reallocated immediately on a pro-rata basis to the eligible non-residential customers who have signed capacity commitment agreements as of August 15, 2017. No non-residential customer shall receive more capacity than originally requested. Any capacity remaining after this reallocation (not including the 1 MW of capacity reserved for eligible low-income residential customers) will be made available to all eligible customers on a first come, first serve basis until the total nameplate generating capacity of the community solar renewable energy generating facility (or facilities) is fully secured through purchase and/or subscription.

PURCHASE MODEL

For energy produced by the purchasing Customer's share of the community solar renewable energy generating facility during the Initial Term, SCE&G will issue to the Customer a bill credit in the amount of \$0.10 per kilowatt hour (kWh), provided that the Authorized Community Solar Developer has not instructed SCE&G to withhold the issuance of new bill credits (see "Excess Credit" below). For energy produced by the purchasing Customer's share of the community solar renewable energy generating facility during the Extended Term, SCE&G will issue to the Customer a bill credit equal to the Company's then approved avoided cost, provided that the Authorized Community Solar Developer has not instructed SCE&G to withhold the issuance of new bill credits. The bill credit will be calculated monthly and reflected in the Customer's billing statement during the applicable billing month for the next billing cycle. Calculation and issuance of the monthly bill credit shall be based solely on data received from and verified by the Authorized Community Solar Developer.

SUBSCRIPTION MODEL

Residential Customers and eligible Non-Residential Customers electing to subscribe to the Authorized Community Solar Developer are responsible for associated monthly charges of \$0.20 per kW of their subscription share which will be assessed on the Customer's monthly electric bill.

Residential Customers with an annual household income equal to or less than 200% of the current Federal Poverty Guidelines established by the U.S. Department of Health and Human Services (HHS) and who have completed Home Energy Check-Up and approved by SCE&G to participate in the Distributed Energy Resource Program (DERP) offering for low-income customers (Low-Income Program) are eligible to subscribe to the Authorized Community Solar Developer with no associated monthly

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charges. Qualifying customers must provide acceptable certification from a Company-approved agency that the household income falls below 200% of the poverty level. The cumulative total nameplate generating capacity subscribed to by low-income Residential Customers shall not exceed 1 MW AC<u>and will be made available to qualifying customers on a first come, first serve basis</u>.

For energy produced by the subscribing Customer's share of the community solar renewable energy generating facility during the Initial Term, SCE&G will issue to the Customer a bill credit in the amount of \$0.01 per kWh. For energy produced by the subscribing Customer's share of the community solar renewable energy generating facility during the Extended Term, SCE&G will issue the Customer a bill credit equal to the Company's then approved avoided cost less any applicable fees or charges assessed by the Authorized Community Solar Developer. The bill credit will be calculated monthly and reflected in the Customer's billing statement during the applicable billing month for the next billing cycle. Calculation and issuance of the monthly bill credit shall be based solely on data received from and verified by the Authorized Community Solar Developer.

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The subscribing Customer shall have the option in years 6, 11, 16, and 20 to purchase the panels for themselves, and upon such purchase, will receive the a bill credit applicable to purchasing Customers (see "Purchase Model" above) from the time of purchase until the end of the Initial Term and during the Extended Term.

EXCESS CREDIT

In the event that the amount of the bill credit exceeds the amount of the Customer's bill, then excess credits will be carried forward and applied to the next billing statement. If the purchasing Customer's bill credit balance carried forward exceeds \$300, the Authorized Community Solar Developer may, if provided for in an agreement between the Authorized Community Solar Developer and the purchasing Customer, instruct the Company to withhold the issuance of new bill credits to the purchasing Customer until such time as the amount of bill credit balance for such purchasing Customer returns to zero or the Authorized Community Solar Developer instructs the Company that it may resume issuance of new bill credits to such purchasing Customer. Any such withheld bill credits shall be forfeited by the purchasing Customer. Any outstanding bill credit of \$600 or more as of the November billing month will be provided through a payment to the Customer. Any outstanding bill credit under \$600 as of the November billing month will continue to be carried forward and applied to the next billing statement.

TERM OF BILL CREDIT

SCE&G will credit the Customer's account with the applicable bill credit until the thirty-fifth (35th) anniversary of the commercial operation date for the community solar renewable energy generating facility, unless otherwise directed by the Public Service Commission of South Carolina, or unless Authorized Community Solar Developer provides notice to SCE&G at least twelve (12) months prior to the end of the Initial Term that it does not wish to extend the Initial Term for the Extended Term, or until such time as Customer is no longer receiving electric service from the Company under a rate specified in the Availability Section. If a Customer participating in the Low-Income Program is disconnected for non-payment prior to the Customer's purchase of the panel(s), the Customer's participation in the Low-Income Program is terminated at the time the account is final billed; such Customer will no longer receive the applicable bill credit and may not reapply to participate in the Low-Income Program.

DEFINITIONS

- (1) "Authorized Community Solar Developer" means the entity authorized by SCE&G to build the community solar renewable energy generating facility.
- (2) "Extended Term" means a period of fifteen (15) years following the expiration of the Initial Term.
- (3) "Initial Term" means a period of twenty (20) years commencing on the date the community solar renewable energy generating facility delivers electrical energy to the Company.

GENERAL PROVISIONS

(1) To qualify for this rider, the Customer must first qualify for and be served on one of the following rate schedules: Rates 1, 2, 3, 5, 6, 7, 8, 12, and 22. The Customer must also meet all other qualifications set forth in the Availability Section above, and

satisfy the Company's obligations for service under their applicable rate service. SCE&G may review from time to time the Customer's account to verify that the Customer continues to satisfy the availability requirements of this Rider; provided, however, that residential Customers participating in the Low-Income Program will not be required to recertify that the household income falls below 200% of the poverty level.

(2) All provisions of the applicable rate schedules listed above in (1) including, but not limited to, Billing Demand, Determination of On- and Off-Peak Hours, Adjustment for Fuel Costs, Demand Side Management Component, Pension Costs Component, RIDER TO RETAIL RATES **COMMUNITY SOLAR**

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Storm Damage Component, Sales and Franchise Tax, Payment Terms, and Special Provisions will apply to service supplied under this rider.

- (3) The Customer seeking service under this Rider must submit an application to the Company for each share of a community solar renewable energy generating facility.
- (4) Customers seeking to take service under this Rider are solely responsible for coordinating with the Authorized Community Solar Developer for all arrangements associated with securing its eligible share of the community solar renewable energy generating facility. Company shall not be responsible for disputes between Customer and Authorized Community Solar Developer with respect to disagreements arising out of such arrangements between the Customer and Authorized Community Solar Developer.

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- (5) Following receipt of application, Customer and Authorized Community Solar Developer are required to coordinate with the Company to individually and specifically identify the share of the community solar renewable energy generating facility that will be assigned to Customer. Customer and Authorized Community Solar Developer are solely responsible for entering into necessary arrangements and agreements associated with Customer's ownership or subscription share of the community solar renewable energy generating facility.
- (6) Customer taking service under this Rider is required to notify the Company and the Authorized Community Solar Developer of any changes with respect to the Customer's accounts (including transfer of ownership or subscription of the Customer's share of the community solar renewable energy generating facility), which impacts Customer's rights to credits under this Rider.
- (7) Customer taking service under this Rider other than as a participant in the Low-Income Program is eligible to transfer its share of the community solar renewable energy generating facility to another Customer meeting the qualifications set forth in the Availability Section and other provisions of this Rider. The Customer to whom the share of the community solar renewable energy generating facility is transferred will be able to receive any remaining credits available under this Rider.
- (8) Customer taking service under this Rider may also transfer receipt of the bill credit to another account owned by the same Customer, provided that the account to which the credit is to be applied meets the requirements of the Availability Section and other provisions of this Rider. If a Customer participating in the Low-Income Program receives a final bill not the result of termination for non-payment, the Customer must notify the Company of such a transfer within five (5) business days of the date of the final bill. If the Customer does not so notify the Company after receiving the final bill or if the account to which the credit is to be applied does not meet the requirements of the Availability Section and other provisions of this Rider, the Customer's participation in the Low-Income Program is terminated; such Customer will no longer receive the applicable bill credit but may reapply to participate in the Low-Income Program on a first come, first serve basis.
- (9) The Company will retain ownership of Renewable Energy Credits ("RECs").
- (10) The Customer is solely responsible for compliance with any federal, state, county, municipal or other tax laws, rules, and regulations.

SPECIAL PROVISIONS

The Company will furnish service in accordance with its standard specifications. Non-standard service will be furnished only when the Customer pays the difference in costs between non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are part of this rider.